

In re:
John J. Dackweiler, Jr.
Debtor

Case No. 21-10166-pmm
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0313-4
Date Rcvd: Jun 09, 2021

User: admin
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 11, 2021:

Recip ID	Recipient Name and Address
db	+ John J. Dackweiler, Jr., 509 Caramist Circle, Sinking Spring, PA 19608-8111

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 11, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 9, 2021 at the address(es) listed below:

Name	Email Address
JOHN A. DIGIAMBERARDINO	on behalf of Debtor John J. Dackweiler Jr. jad@cdllawoffice.com, dmk@cdllawoffice.com
REBECCA ANN SOLARZ	on behalf of Creditor NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER bkgroup@kmlawgroup.com
ROBERT H. HOLBER	trustee@holber.com rholber@ecf.axosfs.com
ROBERT H. HOLBER	on behalf of Trustee ROBERT H. HOLBER trustee@holber.com rholber@ecf.axosfs.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 5

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 7
	:	
John J. Dackweiler, Jr.,	:	Case No. 21-10166 – PMM
	:	
Debtor.	:	

ORDER REGARDING REAFFIRMATION AGREEMENT

AND NOW, WHEREAS, on May 24, 2021, the Creditor PSECU filed a reaffirmation agreement (the “Reaffirmation Agreement”), Doc. # 28, with the debtor John Dackweiler, Jr. (“the Debtor”);

AND, the Debtor having been discharged on May 21, 2021, see Doc. #24;

AND, it appearing that the Reaffirmation Agreement was entered into prior to the discharge having been entered on May 21, 2021;¹

AND, it appearing that an attorney represented the Debtor during the course of negotiating the Reaffirmation Agreements;

AND, the attorney having filed a certification that the Debtor was counseled in accordance with 11 U.S.C. §524(c)(3);

¹ Section 524(c)(1) requires only that a reaffirmation agreement be “made before the granting of the discharge.” Section 524 does not require that the reaffirmation agreement be filed with the Court prior to the entry of the discharge. See In re Suber, 2007 Bankr. LEXIS 4613, at *4 (Bankr. D.N.J. Aug. 13, 2007) (noting that “unlike §524(c)(1), subsection (c)(3) does not set forth a time limit for filing the reaffirmation agreement”); In re Davis, 273 B.R. 152, 153 (Bankr. S.D. Ohio 2001) (holding “where it can be shown that the reaffirmation agreement was ‘made,’ i.e., signed, before the granting of the discharge, then the reaffirmation agreement may be ‘filed’ after the granting of the discharge”).

AND, the Debtor having acknowledged in writing receipt of the disclosures described in 11 U.S.C. §524(k) at or before the time the Debtor signed the Reaffirmation Agreements;

AND, 11 U.S.C. §524(m)(1) being inapplicable to a credit union pursuant to 11 U.S.C. §524(m)(2);

It is hereby **ORDERED** and **DETERMINED** that:

1. No hearing on reaffirmation is necessary. See 11 U.S.C. §§ 524(d) & (m).
2. Court approval of the Reaffirmation Agreement is unnecessary. See 11 U.S.C. §524(c) (not conditioning enforceability of reaffirmation agreement on court approval); 11 U.S.C. §524(c)(6)(A) (requiring court approval of Reaffirmation Agreement only upon certain conditions).

Date: June 8, 2021



PATRICIA M. MAYER
U.S. BANKRUPTCY JUDGE